

**NOTE: CHANGES MADE BY COURT**

**JS-6**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GATEKEEPER SYSTEMS, INC., a  
Delaware corporation

Plaintiff,

v.

ROCATEQ USA, LLC; and  
ROCATEQ INTERNATIONAL B.V.,

Defendants.

Case No. 8:22-cv-02092-FWS-KES

**STIPULATION AND ORDER [38]**

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1 WHEREAS Plaintiff Gatekeeper Systems, Inc. (“Plaintiff” or “Gatekeeper”)  
2 filed a complaint before the United States District Court, Central District of  
3 California alleging that Rocateq International B.V. and Rocateq USA, LLC  
4 (collectively, “Defendants” or “Rocateq”) infringe U.S. Patent No. 8,463,540 (“the  
5 ’540 Patent”), U.S. Patent No. 9,091,551 (“the ’551 Patent”), U.S. Patent No.  
6 9,637,151 (“the ’151 Patent”), U.S. Patent No. 11,230,313 (“the ’313 Patent”), U.S.  
7 Patent No. 11,358,621 (“the ’621 Patent”), U.S. Patent No. 9,845,072 (“the ’072  
8 Patent”), and U.S. Patent No. 10,196,040 (“the ’040 Patent”) (collectively, the  
9 “Asserted Patents”);

10 WHEREAS, Gatekeeper’s complaint alleged that Rocateq’s Check Out  
11 Security System infringes the ’540 Patent, the ’551 Patent, the ’151 Patent, the ’313  
12 Patent, and the ’621 Patent (collectively, the “**Pushout Protection Patents**”) and  
13 Rocateq’s Cart Security System infringes the ’072 Patent and ’040 Patent  
14 (collectively, the “**One Line Patents**”);

15 WHEREAS, Gatekeeper accused Rocateq’s Check Out Security System using  
16 both a VLF receiver and an RF transceiver, where signals from both receivers are  
17 used for check-out theft prevention, as described in the document “TRAINING doc,  
18 The Rocateq Check out Security System in USA, Version 7,” Bates No.  
19 ROCATEQ\_ITC\_00000023-ROCATEQ\_ITC\_00000050, and any other security  
20 system substantially similar to the foregoing (collectively, the “**Rocateq 2R-COS**  
21 **System**”) of infringing the Pushout Protection Patents;

22 WHEREAS, Gatekeeper accused Rocateq’s Cart Security system of infringing  
23 the One Line Patents;

24 WHEREAS, Gatekeeper and Rocateq have entered into an agreement to  
25 dismiss without prejudice the instant action,

26 WHEREAS, neither party admits to liability against any claims or defenses;  
27 and

28 WHEREAS, Plaintiff and Defendants, through their respective counsel,

1 hereby agree to entry of the terms of the Stipulation [38].

2 Having reviewed and considered the Stipulation [38], the files and records of  
3 the case, the Court **GRANTS** the Stipulation [38] and **ORDERS** the following:

4 1. This is an action for patent infringement under the patent laws of the  
5 United States, Title 35 of the United States Code.

6 2. The Court has subject matter jurisdiction over the allegations set forth  
7 in Gatekeeper's Complaint and personal jurisdiction over Rocateq for purposes of  
8 the Stipulation [38]. Venue is proper in this Court.

9 3. Gatekeeper and Rocateq each expressly waives all rights to seek  
10 judicial review or otherwise to challenge or to contest the validity of the Stipulation  
11 [38].

12 4. Effective as of September 13, 2023 ("Effective Date"), Rocateq and its  
13 Affiliates<sup>1</sup>, and all those acting in concert with any of the foregoing (collectively,  
14 the "**Rocateq Entities**"), shall cease, directly or indirectly, from making, having  
15 made, developing, having developed, using, selling, offering for sale, importing,  
16 exporting, repairing and servicing the Rocateq 2R-COS System (the "**2R-COS**  
17 **Covenant**"), with the following exceptions:

18 (a) On or before September 30, 2023, the Rocateq Entities shall  
19 cease to, directly or indirectly, sell, offer for sale and/or contract for sale of new  
20 installations of the Rocateq 2R-COS System in the United States, provided that, for  
21 the avoidance of doubt, any sale for installation in the United States made on or  
22 before September 30, 2023 must be installed on or before March 15, 2024;

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25 <sup>1</sup> "**Affiliate**" means, with respect to a Party, any person or entity that controls, is  
26 controlled by, or is under common control with, such Party. For purposes of the  
27 foregoing, "control" means having the power, directly or indirectly, to direct or cause  
28 the direction of the management and policies of such person or entity, whether  
through the ownership of voting securities, by contract, as a matter of law or  
otherwise.

1 (b) On or before March 15, 2024, the Rocateq Entities shall cease all  
2 installations of the Rocateq 2R-COS System; and

3 (c) For the period between the Effective Date and September 15,  
4 2026, Rocateq may provide replacement parts and services for Rocateq 2R-COS  
5 Systems that were installed prior to the Effective Date, or new installations made by  
6 March 15, 2024 as permitted under (a), provided that the Rocateq 2R-COS System  
7 for which parts or service is being provided is at the location at which it was  
8 originally installed and the associated customer is the original customer or an  
9 acquirer of the original customer that purchased the Rocateq 2R-COS System.  
10 During such period, the Rocateq Entities shall not provide replacement parts or  
11 services for any Rocateq 2R-COS Systems other than those expressly permitted  
12 under this Section 4(c). On or before September 15, 2026, the Rocateq Entities shall  
13 cease to provide, directly or indirectly, all replacement parts and services for all  
14 Rocateq 2R-COS Systems.

15 5. For the purposes of clarity, the cease-and-desist order of paragraph 4  
16 above does not apply to Rocateq systems for prevention of pushout theft by use of a  
17 shopping cart or other wheeled cart or trolley that use only a 2.4 GHz RF transceiver  
18 (or an alternative single-frequency transceiver operating at a substantially similar or  
19 higher or lower frequency) for check-out theft prevention and are described as  
20 “Check Out Security 2.0 (2.4GHz)” in the document “Design Change Check Out  
21 Security 2.0 RFID System Version 2, 2023” (Production Number Bates No  
22 ROCATEQ\_ITC\_00004401).

23 6. Each party shall bear its own costs and attorneys’ fees.

24 7. Upon entry of this Order, all claims and counterclaims are dismissed  
25 without prejudice, provided, however, that this Court shall retain jurisdiction to  
26 enforce the terms and provisions of the Stipulation [38] and this Order until further  
27 order of the court. For avoidance of doubt, all claims and counterclaims with respect  
28

1 to both Pushout Protection Patents and One-Line Patents are **DISMISSED**  
2 **WITHOUT PREJUDICE.**

3  
4 **IT IS SO ORDERED.**

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6  
7 Dated: September 18, 2023

A handwritten signature in black ink, appearing to read 'Fred W. Slaughter', written over a horizontal line.

Hon. Fred W. Slaughter  
UNITED STATES DISTRICT JUDGE